

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU-----X
D.M., FORMERLY KNOWN AS D.S.,

Plaintiff,

-against-

SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT,
H. FRANK CAREY HIGH SCHOOL, AND STANLEY
INDIG,Defendants.
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SUMMONS


Index No.: /19

Date Purchased: /19

Plaintiff's designates NASSAU
County as the place of trial.The basis of venue is:
Principal Place of Business of
defendants and place of occurrenceThe principal place of business of
defendant Sewanhaka Central High
School District is 77 Landau
Avenue, Floral Park, NY

To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys, within twenty days after the service of this summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Brooklyn, New York
November 1, 2019

John Bonina, Esq.
BONINA & BONINA, P.C.
Attorneys for Plaintiff
16 Court Street, Suite 1800
Brooklyn, New York 11241
Phone No.: (718) 522-1786

TO:

Sewanhaka Central High School District
77 Landau Avenue
Floral Park, NY 11001

H. Frank Carey High School
230 Poppy Avenue
Franklin Square, NY 11010

Stanley Indig
42 Brewster Woods Dr.
Brewster, NY

{00164817}

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
D.M., FORMERLY KNOWN AS D.S.,

Plaintiff,

VERIFIED COMPLAINT

-against-

SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT, H. **Index No.:** /2019
FRANK CAREY HIGH SCHOOL, AND STANLEY INDIG,

Defendants.

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Plaintiff, by and through her attorneys, BONINA & BONINA, P.C., complaining of the defendants herein, as and for her Verified Complaint in the above entitled action, respectfully shows to this Court, and alleges upon information and belief, as follows:

1. That prior to the service of this Summons & Complaint, plaintiff has purchased Index Number _____/19 from the Supreme Court of the State of New York, County of Nassau, in accordance with the requirements of the CPLR.

2. This case falls within one or more of the exceptions to CPLR 1602.

NATURE OF THE ACTION

3. This is a case brought by D.M., FORMERY KNOWN AS D.S., who was a student in defendants' school from 1985 to 1987, during the time that a man by the name of Stanley Indig was a teacher, band instructor and cheerleading and dance squad coach at H. FRANK CAREY HIGH SCHOOL.

4. As a girl who was between fourteen and fifteen years old when she encountered Indig, plaintiff and her family placed their trust in defendants. The defendants violated that trust by sexually and emotionally abusing D.M., FORMERY KNOWN AS D.S., whose care, safety

and personal development had been entrusted to them, and/or by permitting such abuse to occur on their watch.

5. With the passage of the Child Victims Act, those who have endured such abuse need no longer be silent. The Child Victims Act revives previously barred claims (see CPLR 214-g), creating a one year window within which to file such claims beginning August 14, 2019. As such, this claim is timely.

THE PARTIES

6. Upon information and belief, at all times mentioned herein, Defendant SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT was and still is a school district, duly organized under and existing by virtue of the laws of the State of New York.

7. Upon information and belief, at all times mentioned herein, Defendant SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT was and still is a not for profit corporation duly organized under and existing by virtue of the laws of the State of New York.

8. Upon information and belief, at all times mentioned herein, Defendant SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT was and still is a school district operating within the State of New York.

9. Upon information and belief, at all times mentioned herein, Defendant SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT was and still is a school district doing business within the State of New York.

10. Upon information and belief, at all times mentioned herein, Defendant SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT owned H. FRANK CAREY HIGH SCHOOL, located in Franklin Square, New York.

11. Upon information and belief, at all times mentioned herein, Defendant SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT operated H. FRANK CAREY HIGH SCHOOL, located in Franklin Square, New York.

12. Upon information and belief, at all times mentioned herein, Defendant SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT maintained H. FRANK CAREY HIGH SCHOOL, located in Franklin Square, New York.

13. Upon information and belief, at all times mentioned herein, Defendant SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT supervised H. FRANK CAREY HIGH SCHOOL, located in Franklin Square, New York.

14. Upon information and belief, at all times mentioned herein, Defendant SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT controlled H. FRANK CAREY HIGH SCHOOL, located in Franklin Square, New York.

15. Upon information and belief, at all times mentioned herein, Defendant SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT held itself out as owning, operating, maintaining, supervising and/or controlling H. FRANK CAREY HIGH SCHOOL, located in Franklin Square, New York.

16. Upon information and belief, at all times mentioned herein, Defendant H. FRANK CAREY HIGH SCHOOL was and still is a school district, duly organized under and existing by virtue of the laws of the State of New York.

17. Upon information and belief, at all times mentioned herein, Defendant H. FRANK CAREY HIGH SCHOOL was and still is a not for profit corporation duly organized under and existing by virtue of the laws of the State of New York.

18. Upon information and belief, at all times mentioned herein, Defendant H. FRANK CAREY HIGH SCHOOL was and still is a school operating within the State of New York.

19. Upon information and belief, at all times mentioned herein, Defendant H. FRANK CAREY HIGH SCHOOL was and still is a school doing business within the State of New York.

20. Pursuant to the Child Victims Act and General Municipal Law 50-e(8)(b), General Municipal Law 50-e does not apply to this claim, and a Notice of Claim need not have been served.

21. Pursuant to the Child Victims Act and General Municipal Law 50-i(5), General Municipal Law 50-i does not apply to this claim, and a Notice of Claim need not have been served.

22. Pursuant to the Child Victims Act and Education Law 3813(2); Education Law 3813, General Municipal Law 50-e, and General Municipal Law 50-I do not apply to this claim, and a Notice of Claim need not have been served.

23. Upon information and belief, defendant STANLEY INDIG is currently a resident of the Village of Brewster, Putnam County, State of New York.

24. From 1985 through 1987, and for a considerable period of time prior and subsequent thereto, defendant STANLEY INDIG was resident of the County of Nassau, State of New York.

25. From 1985 through 1987, and for a considerable period of time prior and subsequent thereto, defendant STANLEY INDIG was affiliated with and employed by

defendants SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT and/or H. FRANK CAREY HIGH SCHOOL.

26. From 1985 through 1987, defendant STANLEY INDIG was affiliated with and employed by defendants SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT and/or H. FRANK CAREY HIGH SCHOOL, as a teacher, band instructor and cheerleading and dance squad coach at H. FRANK CAREY HIGH SCHOOL.

27. From 1985 through 1987, defendants SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT and H. FRANK CAREY HIGH SCHOOL had the ability and the authority to control the activities of STANLEY INDIG.

28. From 1985 through 1987, and for a considerable period of time prior and subsequent thereto, defendant STANLEY INDIG used his affiliation, relationship and positions with defendants SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT and H. FRANK CAREY HIGH SCHOOL, to gain access to underage girls including but not limited to plaintiff D.M., FORMERLY KNOWN AS D.S., who he would then sexually abuse.

29. Plaintiff D.M., FORMERLY KNOWN AS D.S. was a student in defendants' school from 1985 to 1987.

30. From 1985 through 1987, at the time she was a student in defendants' school, plaintiff D.M., FORMERLY KNOWN AS D.S. was a resident of the Incorporated Village of Garden City, County of Nassau, State of New York.

31. Currently plaintiff D.M., FORMERLY KNOWN AS D.S. is a resident of the Hamlet of Melville, County of Suffolk, State of New York.

32. In May, 1987, defendant Stanley Indig sexually abused and sexually assaulted plaintiff D.M., FORMERLY KNOWN AS D.S.

33. Defendants SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT and H. FRANK CAREY HIGH SCHOOL are vicariously liable and responsible for the acts and omissions of their employee Stanley Indig, and are responsible for their own acts and omissions which caused, allowed and permitted Indig's sexual abuse and sexual assault to occur.

THE FACTS

34. From 1985 to 1987, and for a considerable period of time prior thereto, defendant Stanley Indig was a High School teacher, band instructor and cheerleading and dance squad coach at H. FRANK CAREY HIGH SCHOOL.

35. From 1985 to 1987, defendant Stanley Indig was employed by defendants SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT and H. FRANK CAREY HIGH SCHOOL, in his capacity as a High School teacher, band instructor and cheerleading and dance squad coach at H. FRANK CAREY HIGH SCHOOL.

36. From 1985 to 1987, plaintiff D.M., FORMERLY KNOWN AS D.S., participated in band, as well as cheerleading and dance squad, as a student at H. FRANK CAREY HIGH SCHOOL, where she encountered defendant Stanley Indig on an almost daily basis.

37. In the Spring of 1987, Indig began to invade plaintiff's personal space, often sitting right next to her as she practiced piano alone in the music room.

38. In the Spring of 1987, while sitting right next to plaintiff on a piano bench, Indig told plaintiff that he was going through a difficult time in his marriage, and stated that he was "so glad I have you."

39. In May 1987, while plaintiff was alone in the supply closet located in the music room at H. FRANK CAREY HIGH SCHOOL, Indig entered the closet, closed the doors behind him, and proceeded to sexually assault plaintiff.

40. The sexual assault in question included grabbing plaintiff by the neck and shoulders, forcibly kissing her, and reaching his hand under her skirt to touch and grab her intimate parts and her vagina.

41. Prior to Indig's sexual abuse and sexual assault of plaintiff, defendants SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT and H. FRANK CAREY HIGH SCHOOL, were aware and/or should have been aware that Stanley Indig was a sexual abuser, who had had inappropriate contact with and inappropriate relations with children, including but not limited to the girls who were under his supervision and guidance.

42. Prior to Indig's sexual abuse and sexual assault of plaintiff, defendants SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT and H. FRANK CAREY HIGH SCHOOL, were aware and/or should have been aware that Stanley Indig was a sexual abuser, who had had inappropriate contact with and inappropriate relations with children, and had a reputation as a "pig" who sought to impose himself upon and have inappropriate relations with underage female students.

43. Prior to Indig's sexual abuse and sexual assault of plaintiff, Defendants SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT and H. FRANK CAREY HIGH SCHOOL knew or should have known of Indig's tendencies to abuse children, as he frequently sought to be alone with children on their grounds.

44. Prior to Indig's sexual abuse and sexual assault of plaintiff, Defendants SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT and H. FRANK CAREY HIGH SCHOOL knew or should have known of Indig's tendencies to abuse and have inappropriate contact with and inappropriate relations with children, as he frequently left school grounds with students in violation of school rules.

45. At the time she was subjected to this sexual abuse, D.M., FORMERLY KNOWN AS D.S. was fifteen years old.

**AS AND FOR A FIRST CAUSE OF ACTION ON BEHALF OF
PLAINTIFF D.M., FORMERLY KNOWN AS D.S. BASED UPON A THEORY
OF STATUTORY LIABILITY AS AGAINST ALL DEFENDANTS**

46. That the Plaintiff D.M., FORMERLY KNOWN AS D.S. repeats, reiterates and realleges each and every allegation contained in of the Complaint set forth in paragraphs “FIRST” through “FORTY-FIFTH” inclusive with the same force and effect as though said allegations were herein fully set forth at length.

47. The conduct of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff, constituted violations of Article 130 of the Penal Law of the State of New York and/or its predecessor statutes.

48. The conduct of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff, constituted violations of Article 130 of the Penal Law of the State of New York, including but not limited to violations of Penal Law Sections 130.00, 130.05, 130.52, 130.55, 130.65, and 130.67.

49. The conduct of defendants, and/or each of them, and/or their agents, servants, employees and/or staff, constituted violations of Article 260 of the Penal Law of the State of New York and/or its predecessor statutes, including but not limited to 260.10.

50. That the subject sexual offenses were committed forcibly by the defendants and/or their agents, servants, staff, and/or employees against the plaintiff, who was a minor, while under defendants’ custody, supervision and/or control.

51. That as a result of the statutory violations of the Defendants herein, and/or each of them, and/or their agents, servants, teachers, employees and/or staff as aforesaid, the Plaintiff

D.M., FORMERLY KNOWN AS D.S. endured sexual abuse and sexual assault, as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering and emotional distress, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

52. That by reason of the foregoing, the Plaintiff D.M., FORMERLY KNOWN AS D.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF OF
PLAINTIFF D.M., FORMERLY KNOWN AS D.S. BASED UPON A THEORY OF
NEGLIGENCE AS AGAINST ALL DEFENDANTS**

53. That the Plaintiff D.M., FORMERLY KNOWN AS D.S. repeats, reiterates and realleges each and every allegation contained in the Complaint set forth in paragraphs "FIRST" through "FIFTY-SECOND" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

54. While D.M., FORMERLY KNOWN AS D.S. was in the custody of and under the care and supervision of defendants and/or each of them from approximately 1985 to 1987, defendants stood in the place of D.M., FORMERLY KNOWN AS D.S.'s parents (in loco parentis), and as such were responsible for her care, well-being, and safety amongst other things, and had a duty to protect her from harm, abuse, assault and other harms, including but not limited to sexual abuse and sexual assaults.

55. From approximately 1985 to 1987 defendants had a duty to care for the welfare and well-being of D.M., FORMERLY KNOWN AS D.S. as if they were her parents, and to

protect her from harm, abuse, assault and other harms, including but not limited to sexual abuse, as well as physical and emotional abuse.

56. Defendants breached their duty of care with respect to D.M., FORMERLY KNOWN AS D.S.

57. Defendants breached their duty to care for D.M., FORMERLY KNOWN AS D.S., failed to properly carry out their duty to stand in the place of her parents, and were negligent, careless and reckless in failing to protect her from harm, abuse, assault and other harms, including but not limited to sexual abuse and assaults, as well as physical and emotional abuse.

58. Defendants had both actual and constructive notice of the sexual abuse and sexually abusive tendencies of Stanley Indig, and failed to institute appropriate measures to prevent and/or stop the abuse.

59. That as a result of the negligence and breach of duty of defendants, and/or each of them, and/or their agents, servants, teachers, employees and/or staff as aforesaid, the Plaintiff D.M., FORMERLY KNOWN AS D.S. endured sexual abuse and sexual assault, as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

60. That by reason of the foregoing, the Plaintiff D.M., FORMERLY KNOWN AS D.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A THIRD CAUSE OF ACTION ON BEHALF OF
PLAINTIFF D.M., FORMERLY KNOWN AS D.S. BASED UPON A THEORY OF
NEGLIGENT SUPERVISION AS AGAINST ALL DEFENDANTS**

61. That the Plaintiff D.M., FORMERLY KNOWN AS D.S. repeats, reiterates and realleges each and every allegation contained in the Complaint set forth in paragraphs “FIRST” through “SIXTIETH” inclusive with the same force and effect as though said allegations were herein fully set forth at length.

62. While D.M., FORMERLY KNOWN AS D.S. was under the care, custody, control, and supervision of defendants and/or each of them from approximately 1985 to 1987, defendants had a duty to supervise D.M., FORMERLY KNOWN AS D.S., and to protect her from harm, abuse, assault and other harms, including but not limited to sexual assaults as well as emotional abuse, and were responsible for her care, well-being, and safety amongst other things.

63. Defendants breached their duty to properly supervise D.M., FORMERLY KNOWN AS D.S., failed to properly carry out their duty to supervise her in her activities, and were negligent, careless and reckless in failing to properly supervise her and in failing to adequately protect her from harm, abuse, assault and other harms, including but not limited to sexual abuse and assault, as well as emotional abuse.

64. That as a result of the negligent supervision and breach of duty of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid, the Plaintiff D.M., FORMERLY KNOWN AS D.S. endured sexual abuse and sexual assault, as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred

medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

65. That by reason of the foregoing, the Plaintiff D.M., FORMERLY KNOWN AS D.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A FOURTH CAUSE OF ACTION ON BEHALF OF PLAINTIFF D.M.,
FORMERLY KNOWN AS D.S. BASED UPON A THEORY OF NEGLIGENT HIRING,
RETENTION AND SUPERVISION AS AGAINST ALL DEFENDANTS**

66. That the Plaintiff D.M., FORMERLY KNOWN AS D.S. repeats, reiterates and realleges each and every allegation contained in the Complaint set forth in paragraphs "FIRST" through "SIXTY-FIFTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

67. Defendants and/or each of them had a duty to conduct appropriate and proper hiring, screening, and retention practices to prevent the hiring and retention of those who may pose a risk of harm, including but not limited to sexual abuse as well as emotional abuse, to minors who had been entrusted to their care, custody, supervision and control.

68. Defendants and/or each of them had a duty to adequately and properly supervise those whom they did hire and/or retain in a reasonably prudent fashion, to prevent those they hired and/or retained from becoming a risk of harm, including but not limited to sexual abuse as well as emotional abuse, to those minors who had been entrusted to their care, custody, supervision and control including the plaintiff herein.

69. Defendants and/or each of them had a duty to prevent known risks of harm, and to prevent their employees, teachers and/or staff from inflicting harm upon the children who had been entrusted to them including the plaintiff herein.

70. Defendants and/or each of them had a duty to adequately supervise their employees, teachers, and/or staff so as to ensure the safety and well-being of the children who had been entrusted to them including the plaintiff herein.

71. Defendants and/or each of them had a duty to adequately supervise their employees, teachers and/or staff so as to ensure that they carried out their duties in a manner which reduced and/or eliminated the risk of harm, including but not limited to sexual abuse as well as emotional abuse, to those who had been entrusted to their care, custody, supervision and control including the plaintiff herein.

72. Defendants and/or each of them had a duty to adequately supervise their employees, teachers and/or staff so as to ensure that they did not sexually abuse and/or emotionally abuse, those who had been entrusted to their care, custody, supervision and control including the plaintiff herein.

73. Defendants breached their duty to conduct their hiring and retention practices in a reasonably prudent fashion, and to adequately and properly supervise and/or train their employees, teachers, and/or staff, including but not limited to Stanley Indig, in a reasonably prudent fashion.

74. Defendants were negligent, careless and reckless in the manner in which they conducted their hiring and retention of staff, including but not limited to Stanley Indig, and hired and retained employees, teachers, and/or staff who had a history of abusing children and/or having and maintaining inappropriate contact with children..

75. Defendants were negligent, careless and reckless in the manner in which they supervised and/or trained their employees, teachers, and/or staff, including but not limited to

Stanley Indig, and caused, allowed and permitted their employees, teachers, and/or staff to sexually abuse minors under their supervision.

76. Defendants were negligent, careless and reckless in the manner in which they supervised and/or trained their employees, teachers, and/or staff, including but not limited to Stanley Indig, in that they failed to prevent them from sexually abusing as well as emotionally abusing those who had been entrusted to their care, custody, supervision and control including but not limited to Plaintiff D.M., FORMERLY KNOWN AS D.S.

77. Defendants were negligent, careless and reckless in their failure to properly supervise their agents, servants, employees, teachers and/or staff so as to ensure that they were not sexually abusing as well as emotionally abusing the children who were entrusted to their care, custody, supervision and control including but not limited to Plaintiff D.M., FORMERLY KNOWN AS D.S.

78. That as a result of the negligent hiring, retention and supervision by defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid, the Plaintiff D.M., FORMERLY KNOWN AS D.S. endured sexual abuse and sexual assault as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

79. That by reason of the foregoing, the Plaintiff D.M., FORMERLY KNOWN AS D.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A FIFTH CAUSE OF ACTION ON BEHALF OF PLAINTIFF D.M.,
FORMERLY KNOWN AS D.S. BASED UPON A THEORY OF NEGLIGENT
INFLICTION OF EMOTIONAL DISTRESS AGAINST ALL DEFENDANTS**

80. That the Plaintiff D.M., FORMERLY KNOWN AS D.S. repeats, reiterates and realleges each and every allegation contained in the Complaint set forth in paragraphs "FIRST" through "SEVENTY-NINTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

81. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, had the power, the ability and the authority, as well the duty, to stop the negligent, improper, unlawful and egregious conduct described hereinabove that resulted in plaintiff D.M., FORMERLY KNOWN AS D.S. suffering severe emotional distress.

82. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, had the duty to intervene to stop, prevent and prohibit the negligent, improper, unlawful and egregious conduct described hereinabove that resulted in plaintiff D.M., FORMERLY KNOWN AS D.S. suffering severe emotional distress.

83. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, knew or should have known that the failure to properly act would and in fact did cause plaintiff D.M., FORMERLY KNOWN AS D.S. to suffer severe emotional distress.

84. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, negligently failed to act to stop, prevent and/or prohibit the negligent, improper, unlawful and egregious conduct described hereinabove, thus resulting in plaintiff D.M., FORMERLY KNOWN AS D.S. suffering severe emotional distress.

85. That as a result of the negligent infliction of emotional distress of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid,

the Plaintiff D.M., FORMERLY KNOWN AS D.S. endured sexual abuse sexual assault, as well as emotional abuse, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering and emotional distress, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

86. That by reason of the foregoing, the Plaintiff D.M., FORMERLY KNOWN AS D.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A SIXTH CAUSE OF ACTION ON BEHALF OF PLAINTIFF D.M.,
FORMERLY KNOWN AS D.S. BASED UPON A THEORY OF INTENTIONAL
INFLICTION OF EMOTIONAL DISTRESS AGAINST ALL DEFENDANTS**

87. That the Plaintiff D.M., FORMERLY KNOWN AS D.S. repeats, reiterates and realleges each and every allegation contained in the Complaint set forth in paragraphs "FIRST" through "EIGHTY-SIXTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

88. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, engaged in willful, contumacious, and outrageous conduct with respect to D.M., FORMERLY KNOWN AS D.S., with the intent to cause, and/or with reckless disregard of the probability of causing plaintiff D.M., FORMERLY KNOWN AS D.S. to suffer severe emotional distress.

89. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff, engaged in willful, contumacious, and outrageous conduct with respect to

D.M., FORMERLY KNOWN AS D.S., with the intent to degrade and abuse D.M., FORMERLY KNOWN AS D.S., and/or to satisfy and gratify their own sick sexual desires.

90. Defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff committed these horrific acts with malicious, abusive and oppressive intent, and with the likelihood of causing plaintiff D.M., FORMERLY KNOWN AS D.S. to suffer severe emotional distress.

91. That as a result of the intentional infliction of emotional distress of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid, the Plaintiff D.M., FORMERLY KNOWN AS D.S. endured sexual abuse and sexual assault, as well as emotional abuse and emotional distress, and sustained serious and severe damage, harm and injuries, and was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

92. That by reason of the foregoing, the Plaintiff D.M., FORMERLY KNOWN AS D.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR A SEVENTH CAUSE OF ACTION ON BEHALF OF
PLAINTIFF D.M., FORMERLY KNOWN AS D.S. BASED UPON A THEORY OF
BATTERY AGAINST ALL DEFENDANTS**

93. That the Plaintiff D.M., FORMERLY KNOWN AS D.S. repeats, reiterates and realleges each and every allegation contained in the Complaint set forth in paragraphs "FIRST" through "NINETY-SECOND" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

94. The horrific acts of the defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff amounted to harmful and offensive contacts to plaintiff D.M., FORMERLY KNOWN AS D.S., all of which were done intentionally by the defendants and without plaintiff D.M., FORMERLY KNOWN AS D.S.'s consent.

95. Such acts were of a sexual and sexually abusive nature as well as an emotionally abusive nature, and were done without plaintiff's consent.

96. Such acts were done for the purposes of degrading and abusing D.M., FORMERLY KNOWN AS D.S., and/or to gratify the sick sexual desires of the defendants and/or each of them, and/or their agents, servants, employees, volunteers and/or staff.

97. As a direct and proximate result of the battery and/or sexual battery by the defendants, plaintiff D.M., FORMERLY KNOWN AS D.S. was caused to suffer serious and severe personal injuries, emotional distress, conscious pain and suffering, psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

98. That as a result of the battery and/or sexual battery of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid, the Plaintiff D.M., FORMERLY KNOWN AS D.S. was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

99. That by reason of the foregoing, plaintiff D.M., FORMERLY KNOWN AS D.S. is entitled to compensatory damages from the defendants, and is further entitled to punitive and exemplary damages.

100. That by reason of the foregoing, the Plaintiff D.M., FORMERLY KNOWN AS D.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

**AS AND FOR AN EIGHTH CAUSE OF ACTION ON BEHALF OF
PLAINTIFF D.M., FORMERLY KNOWN AS D.S. BASED UPON A THEORY OF
ASSAULT AGAINST ALL DEFENDANTS**

101. That the Plaintiff D.M., FORMERLY KNOWN AS D.S. repeats, reiterates and realleges each and every allegation contained in the Complaint set forth in paragraphs "FIRST" through "ONE HUNDREDTH" inclusive with the same force and effect as though said allegations were herein fully set forth at length.

102. The horrific acts of the defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff were intended to create and did in fact create a reasonable apprehension in plaintiff D.M., FORMERLY KNOWN AS D.S. of immediate harmful and offensive contacts including but not limited to sexual contacts to D.M., FORMERLY KNOWN AS D.S.'S person, all of which were done intentionally by the defendants and without plaintiff D.M., FORMERLY KNOWN AS D.S.'S consent.

103. Such acts were of a sexually abusive nature, and were done intentionally by the defendants without D.M., FORMERLY KNOWN AS D.S.'S consent.

104. Such acts were done for the purposes of degrading and abusing D.M., FORMERLY KNOWN AS D.S., and/or to gratify the sick sexual desires of the defendants and/or each of them, and/or their agents, servants, employees, teachers and/or staff.

105. As a direct and proximate result of the assault and/or sexual assault by the defendants, plaintiff D.M., FORMERLY KNOWN AS D.S. was caused to suffer serious and severe personal injuries, emotional distress, conscious pain and suffering, psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

106. That as a result of the assault and/or sexual assault of defendants, and/or each of them, and/or their agents, servants, employees, teachers and/or staff as aforesaid, the Plaintiff D.M., FORMERLY KNOWN AS D.S. was caused to suffer severe and significant conscious pain and suffering, including psychological suffering, emotional suffering, mental anguish and loss of enjoyment of life, and has incurred medical expenses and other economic damages and loss, and will continue to experience and incur these damages and losses in the future.

107. That by reason of the foregoing, plaintiff D.M., FORMERLY KNOWN AS D.S. is entitled to compensatory damages from the defendants, and is further entitled to punitive and exemplary damages.

108. That by reason of the foregoing, the Plaintiff D.M., FORMERLY KNOWN AS D.S. has been damaged in an amount in excess of the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over the Defendants herein.

STATEMENT REGARDING INTENT TO SEEK PUNITIVE DAMAGES

While not seeking punitive damages as a separate cause of action, Plaintiff puts Defendants on notice that Defendants' acts and omissions and statutory violations were wonton and reckless and evidence of disregard of the rights and safety of the general public and of

Plaintiff. Punitive damages will be requested to punish Defendants and deter others from similar conduct.

WHEREFORE, D.M., FORMERLY KNOWN AS D.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the First Cause of Action.

WHEREFORE, D.M., FORMERLY KNOWN AS D.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Second Cause of Action.

WHEREFORE, D.M., FORMERLY KNOWN AS D.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Third Cause of Action.

WHEREFORE, D.M., FORMERLY KNOWN AS D.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Fourth Cause of Action.

WHEREFORE, D.M., FORMERLY KNOWN AS D.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Fifth Cause of Action.

WHEREFORE, D.M., FORMERLY KNOWN AS D.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Sixth Cause of Action.

WHEREFORE, D.M., FORMERLY KNOWN AS D.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Seventh Cause of Action.

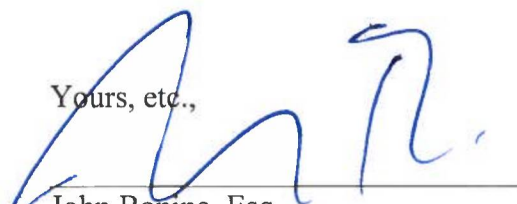
WHEREFORE, D.M., FORMERLY KNOWN AS D.S., demands a monetary judgment in the form of damages against the Defendants and/or each of them, on the Eighth Cause of Action, together with the costs and disbursements of this action.

PLAINTIFFS DEMAND A TRIAL BY JURY ON ALL ISSUES.

Dated: Brooklyn, New York
November 1, 2019

"I have read the foregoing and I certify that, upon information and belief, the source of which is the review of a file maintained by my office, that the foregoing Summons and Verified Complaint is not frivolous as defined in Subsection (c) of Section 130-1.1 of the Rules of the Chief Administrator."

Yours, etc.,



John Bonina, Esq.
Bonina & Bonina, P.C.
Attorneys for Plaintiff
16 Court Street – Suite 1800
Brooklyn, New York 11241
Phone No.: (718) 522-1786

STATE OF NEW YORK, COUNTY OF KINGS

ss:

I, the undersigned, am an attorney admitted to practice in the courts of New York, and



certify that the annexed
has been compared by me with the original and found to be a true and complete copy thereof.

Attorney's
CertificationAttorney's
Verification By
Affirmation

JOHN BONINA, ESQ. say that: I am the attorney of record, or of counsel with the attorney(s) of record, for the plaintiff.

I have read the annexed **SUMMONS AND VERIFIED COMPLAINT** know the know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based on the following: By a review of a file maintained in my office.

The reason I make this affirmation instead of Plaintiff(s) is Plaintiff(s) reside(s) in a County other than the one in which I maintain my office.

I affirm that the foregoing statements are true under penalties of perjury.

Dated: **November 1, 2019**

John Bonina, Esq.

STATE OF NEW YORK, COUNTY OF KINGS

ss:

Individual
Verification

being sworn says: I am the plaintiff in the action herein; I have read the annexed know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

Corporate
Verification

the
a corporation, one of the parties to the action; I have read the annexed know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

My belief, as to those matters therein not stated upon knowledge, is based on the following:

Sworn to before me on

STATE OF NEW YORK, COUNTY OF KINGS

ss:

being sworn says: I am not a party to the action, am over the age of 18 years of age and reside in

On , I served a true copy of the annexed in the following manner:

Service By
Mail

by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

Service By
E-filing

by E-filing the same with the Supreme Court – Kings to the addressee(s) as indicated below:

Service By
Electronic
Means

by transmitting the same to the attorney by electronic means to the telephone number or other station or other limitation designated by the attorney for that purpose. In doing so I received a signal from the equipment of the attorney indicating that the transmission was received, and mailed a copy of same to that attorney, in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as I indicated below:

Service By
Overnight
Delivery

by depositing the same with an overnight delivery service in a wrapper properly addressed. Said delivery was made prior to the latest time designated by the overnight delivery service for overnight delivery. The address and delivery service are indicated below:

Sworn to before me on

Index No.:SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

D.M., FORMERLY KNOWN AS D.S.,

Plaintiff,

-against-

SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT, H. FRANK CAREY HIGH SCHOOL,
AND STANLEY INDIG,

Defendants.

SUMMONS AND VERIFIED COMPLAINT**BONINA & BONINA, P.C.**Attorneys for *Plaintiff(s)*
16 Court Street, Suite 1800
Brooklyn, NY 11241
Tele. No.: (718) 522-1786
Fax No.: (718) 243-0414

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed documents are not frivolous.

Dated: **November 1 2019**Signature: Print Signer's Name: **John Bonina, Esq.**Service of a copy of the within
Dated:

is hereby admitted.

Attorney(s) for

PLEASE TAKE NOTICENotice of
Entrythat the within is a (certified) true copy of a
entered in the office of the clerk of the within named Court onNotice of
Settlementthat an Order of which the within is a true copy will be presented for settlement to the Hon.
one of the judges of the within named Court,
at on 20 , at M.

Dated:

To:
Attorney(s) for**BONINA & BONINA, P.C.**Attorneys for Plaintiff(s)
16 COURT STREET
BROOKLYN, N.Y. 11241